

Elias Chavando

v.

Plasma Igniter LLC, American Plasma Energy Group, Association Equity Group,
James E. Smith, John Ferchill, Douglas Benns, et al.

EXHIBIT 1 TO NOTICE OF REMOVAL

Case: 1:18-cv-01416-JG Doc #: 1-1 Filed: 04/16/18 2 of 34. PageID #: 9

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Plasma Igniter, LLC, an Ohio Limited Liability Company, American Plasma Energy Group, a Wyoming Corporation (See attached for additional defendants)

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Elias Chavando

PROOF OF SERVICE ONLY
(SOLO PARA USO DE LA CORTE)**ORIGINAL FILED**
Northwest District

FEB 28 2018

**LOS ANGELES
SUPERIOR COURT**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Van Nuys Courthouse
6230 Sylmar Avenue
Van Nuys, California 91401

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

I. DONALD WEISSMAN, ESQ. 67980 Weissman Law Firm
5567 Reseda Boulevard, Suite 118 818) 704-5151
Tarzana, CA 91356

DATE: **FEB 28 2018**

(Fecha)

Clerk, by _____ Deputy _____
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):
under: CCP 416.10 (corporation)
 CCP 416.20 (defunct corporation)
 CCP 416.40 (association or partnership)
 other (specify):

4. by personal delivery on (date):

CCP 416.60 (minor)
 CCP 416.70 (conservatee)
 CCP 416.90 (authorized person)

SHORT TITLE: Chavando v Plasma Igniter	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

Association Equity Group, a Wyoming Corporation,
 James E. Smith, an individual,
 John Ferchill, an individual,
 Douglas Benns, an individual
 and DOES 1 through 100 inclusive.

Page _____ of _____

Page 1 of 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): 1. Donald Weissman WEISSMAN LAW FIRM 5567 Reseda Blvd., Suite 118 Tarzana, CA 91356 TELEPHONE NO.: 818-704-5151 ATTORNEY FOR (Name): Plaintiff, Elias Chavando	
FAX NO.: 818-705-2634	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 6230 Sylmar Ave. MAILING ADDRESS: Same as Above CITY AND ZIP CODE: Van Nuys, CA 91401 BRANCH NAME: Van Nuys East	

FOR COURT USE ONLY

ORIGINAL FILED
Northwest District

FEB 28 2018

LOS ANGELES
SUPERIOR COURTCASE NUMBER:
LC106935

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

<input checked="" type="checkbox"/> Unlimited	<input type="checkbox"/> Limited (Amount demanded exceeds \$25,000)
<input type="checkbox"/> (Amount demanded is \$25,000 or less)	

Complex Case Designation

<input type="checkbox"/> Counter	<input type="checkbox"/> Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. Substantial amount of documentary evidence
d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify):

5. This case is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 2-22-2018

I. Donald Weissman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)–Personal Injury/Property
 Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Asbestos Property Damage
 Asbestos Personal Injury/
 Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
 Medical Malpractice–
 Physicians & Surgeons
 Other Professional Health Care Malpractice
Other PI/PD/WD (23)
 Premises Liability (e.g., slip and fall)
 Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 Intentional Infliction of
 Emotional Distress
 Negligent Infliction of
 Emotional Distress
 Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
 Legal Malpractice
 Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

CASE TYPES AND EXAMPLES**Contract**

Breach of Contract/Warranty (06)
Breach of Rental/Lease
 Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller
 Plaintiff (*not fraud or negligence*)
 Negligent Breach of Contract/
 Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
 Auto Subrogation
 Other Coverage
Other Contract (37)
 Contractual Fraud
 Other Contract Dispute

Real Property

Eminent Domain/inverse
 Condemnation (14)
 Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
 Writ of Possession of Real Property
 Mortgage Foreclosure
 Quiet Title
 Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
 Writ–Administrative Mandamus
 Writ–Mandamus on Limited Court Case
 Case Matter
 Writ–Other Limited Court Case Review
Other Judicial Review (39)
 Review of Health Officer Order
 Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
 (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
 Abstract of Judgment (Out of County)
 Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
 Declaratory Relief Only
 Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
 Civil Harassment
 Workplace Violence
 Elder/Dependent Adult Abuse
 Election Contest
 Petition for Name Change
 Petition for Relief From Late Claim
Other Civil Petition

CIVIL CASE COVER SHEET ADDENDUM AND

STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in central district.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties resides.
4. Mandatory personal injury filing in North District.	10. Location of Labor Commissioner Office.
5. Location where performance required or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Tort	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Chavando v Plasma Igniter	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
Employment	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer	Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

Judicial Review

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2, 8
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE:

Chavando v Plasma Igniter

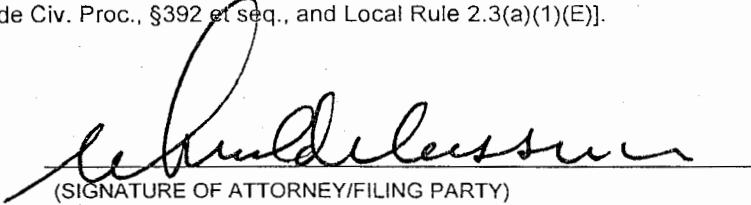
CASE NUMBER

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON:		ADDRESS:	
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		14431 Ventura Blvd., #232	
CITY: Sherman Oaks	STATE: CA	ZIP CODE: 91423	

Step 5: Certification of Assignment: I certify that this case is properly filed in the NW District Van Nuys East District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 2-22-2018



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

1 I.DONALD WEISSMAN (Bar No. 67980)
2 *dweissman@idwlaw.com*
3 **WEISSMAN LAW FIRM**
4 5567 Reseda Boulevard, Suite 118
5 Tarzana, California 91356
6 Telephone: (818) 704-5151
7 Facsimile: (818) 705-2634
8 Attorneys for Plaintiff,
9 **ELIAS CHAVANDO**

ORIGINAL FILED
Northwest District

FEB 28 2018

LOS ANGELES
SUPERIOR COURT

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES, NORTH CENTRAL DISTRICT**

10 **ELIAS CHAVANDO**

11 Plaintiff,

12 vs.

13 **PLASMA IGNITER LLC, an Ohio**
14 **Limited Liability Company, AMERICAN**
15 **PLASMA ENERGY GROUP, a**
16 **Wyoming Corporation, ASSOCIATION**
17 **EQUITY GROUP, a Wyoming**
18 **Corporation, JAMES E. SMITH, an**
19 **individual, JOHN FERCHILL an**
20 **individual, DOUGLAS BENNS, an**
21 **individual and DOES 1 through**
22 **100 inclusive,**

23 Defendants,

CASE NO. **LC106935**

COMPLAINT FOR:

1. **BREACH OF CONTRACT**
2. **CONVERSION**
3. **UNJUST ENRICHMENT**
4. **BREACH OF THE DOCTRINE OF**
GOOD FAITH AND FAIR
DEALING
5. **CONSPIRACY**
6. **DEFAMATION**

24 PLAINTIFF alleges, as follows:

THE PARTIES

25 1. At all times herein relevant, PLAINTIFF, ELIAS CHAVANDO
26 ("CHAVANDO"), was an is an individual residing in Los Angeles County, California.

27 2. PLAINTIFF is informed and believes, and based thereon alleges, that

1 Defendants, JAMES E. SMITH ("SMITH"), an individual residing in West Virginia and
2 JOHN FERCHILL ("FERCHILL"), an individual and DOUGLAS BENNS ("BENNS"),
3 are individuals residing in Ohio but doing business in the County of Los Angeles,
4 California. PLAINTIFF is further informed and believes that SMITH, FERCHILL and
5 BENNS are the officials and/or controlling shareholders of Defendant PLASMA
6 IGNITER, LLC and AMERICAN PLASMA ENERGY GROUP.

7

8 3. PLAINTIFF is informed and believes, and based thereon alleges, that
9 Defendant PLASMA IGNITER LLC (PLASMA) is an Ohio limited liability company
10 with its principal place of business in Sherman Oaks, California. Plaintiff is further
11 informed and believes and thereon alleges, that at all times relevant, SMITH was the
12 president and CEO of PLASMA. Plaintiff is further informed and believes and thereon
13 alleges that at all times relevant, BENNS was an officer and director of PLASMA, and
14 authorized to act on behalf of and bind said entity.

15

16 4. PLAINTIFF is informed and believes, and based thereon alleges, that
17 Defendant, AMERICAN PLASMA ENERGY GROUP (APEG) is a Wyoming corporation
18 with its principal place of business in Sherman Oaks, California.

19

20 5. The true names and capacities of Defendants sued herein as DOES 1 through
21 100 are presently not known to PLAINTIFF, who therefore sues such Defendants by these
22 fictitious names. PLAINTIFF will seek to amend this COMPLAINT, to in include these
23 DOE Defendants' true names and capacities when they are ascertained. Each of the
24 fictitiously named Defendants is responsible in some manner for the conduct alleged
25 herein and for the injuries suffered by PLAINTIFF as a result.

26

27 6. PLAINTIFF is informed and believes, and based thereon alleges, that there
28 exists, and at all times mentioned herein there existed, a unity of interest and ownership

1 between and among Defendants SMITH, FERCHILL, BENNS, PLASMA, APEG and
2 DOES 1 through 50 such that for purposes of this litigation, there is no individuality or
3 legal separateness between these Defendants. Instead, SMITH, FERCHILL, PLASMA,
4 APEG and DOES 1 through 50 (collectively referred to in this Complaint as the Alter Ego
5 Defendants are mere shells, instrumentalities, or conduits for their own improper purposes,
6 including without limitation the purpose of depriving PLAINTIFF of the ability to relieve
7 names earned from one or more of the Alter Ego Defendants owe to him.

9 7. PLAINTIFF is further informed and believes, and based thereon alleges, that
10 SMITH and/or FERCHILL and/or BENNS improperly converts the income and assets of
11 the Alter Ego Defendants and commingles assets and obligations of each of these
12 Defendants in contravention of the fiction they have created of their separate existence.

13
14 8. Adherence to the fiction of their separate existence would permit an abuse of
15 the corporate privilege and would sanction fraud and promote injustice. The Alter Ego
16 Defendants, and each of them, conspired together and engaged in improper and unlawful
17 conduct, as described below. All further references to the Defendants include the Alter
18 Ego Defendants, inasmuch as they acted as one and the same in an effort to harm
19 PLAINTIFF as alleged.

BACKGROUND FACTS

23 9. PLAINTIFF re-alleges and incorporates by this reference each and
24 every allegation in Paragraphs 1 through 8 of this Complaint.

26 10. In April 2016, Chavando was introduced to Doug Benns, who represented
27 himself as an investment banking and “deal guy”. On or about May 4, 2016, Chavando
28 met Benns in North Olmstead, Ohio. While the mutual purpose of this meeting was to

1 discuss Chavando's company "rentus.com" the meeting quickly turned as Benns
2 introduced the concept of "a revolutionary technology for spark plugs" for internal
3 combustion engines: a concept and technology called Plasma Igniters in which Benns
4 represented himself to be a majority shareholder, director and person in charge.

5

6 11. After further discussion Chavando was offered a position to work for Plasma
7 Igniter LLC (PLASMA) as a consultant. Benns, who represented he had authority to
8 speak for Plasma agreed to compensate Chavando with shares of Plasma to the equivalent
9 of \$15,000 per month starting May 2016. The value of Plasma's shares was based on
10 valuation and sales of Plasma shares to investors. That was, at that time, equal to
11 approximately to \$10,000 per share. Chavando accepted the offer.

12

13 12. Benns also agreed to help Chavando raise money for "rentus.com" in
14 exchange of a commission of up to 10% of the money raised by Benns' direct efforts and
15 through and only through Benns' direct investors.

16

17 13. Chavando and Benns entered into contracts at that time with a hand-shake on
18 the agreement that were later memorialized in documents and email communications.

19

20 14. In a meeting at Ferchill's office, in Cleveland Ohio on or about May 27,
21 2016, Smith confirmed Benns' offer to Chavando and gave Chavando a go ahead to find a
22 licensor or licensors for his technology in the US and abroad. During this meeting Smith
23 assured Chavando the spark plug technology worked; it was proven and was able to save
24 up to 50% on gas consumption in all internal combustion engines. As of February 20,
25 2018, Smith's Plasma Igniter technology has not been installed in any vehicles or proven
26 to work in road tests or dyno/laboratory.

27

28 15. In addition to the compensation plan offered by Benns on behalf of Plasma,

1 and confirmed by Smith, the President and CEO of Plasma Igniter, Smith offered
2 Chavando an additional 5% commission of all money and deals secured by Chavando in
3 Mexico. Smith produced and gave to Chavando an Independent Contractor Agreement on
4 June 30, 2016.

5

6 16. Chavando secured an initial deal with Grupo ASX, a spark plug
7 manufacturer in Mexico. Grupo ASX was interested in licensing Plasma's technology and
8 becoming the overall manufacturer of the plasma igniters. After reviewing the patents and
9 publicly available information about the plasma igniters, Grupo ASX's CEO asked to see
10 and review engineering and manufacturing plans for the igniters and components. Smith
11 replied to the request that any licensor or manufacturer interested in his technology would
12 have to develop the engineering and manufacturing processes at their own expense.

13

14 17. In or about July 2016, Chavando secured an initial deal and interest from
15 Mexico's "Secretaria de Medio Ambiente y Recursos Naturales" (equivalent to the US
16 Environmental Protection Agency). The officials were interested in a proven product that
17 would reduce the emissions from gasoline powered internal combustion engines and had
18 an immediate need for 500,000 units to be installed in taxis and public transportation
19 vehicles in Mexico City. Smith refused to demonstrate the technology in vehicles.

20

21 18. PLAINTIFF is informed and believes and based theron alleges in April 2017,
22 Benns and Ferchill, the majority shareholder of Plasma, formed a new corporation named
23 American Plasma Energy Group (APEG). Chavando was named Managing Director/CEO
24 of this newly formed corporation. According to Ferchill and Benns, the purpose of APEG
25 was to acquire the exclusive license of Plasma for the US market.

26

27 19. Chavando was offered a large number of shares (equity) in APEG, plus a
28 retainer of at least \$15,000 per month starting in July 2017 for his work as CEO of APEG.

1 This new position and compensation plan was in addition to the agreement Chavando had
2 with Plasma. Chavando continued to seek investors and license buyers for Plasma's
3 technology in other markets.

4

5 20. Chavando signed corporate paperwork and Board Minutes for APEG as
6 Managing Director and Director.

7

8 21. On or about April 20, 2017, APEG announced that it signed initial
9 documents for the acquisition of the exclusive license to manufacture and commercialize
10 spark plugs from Plasma. Following this announcement, APEG sought to raise \$65
11 million to purchase the licenses from Plasma for \$50 million and otherwise fund the start-
12 up costs for engineering and manufacturing.

13

14 22. In or about July 2017, APEG filed a Form D Notice of Exemption with the
15 SEC. Benns told Chavando that because he (Benns) would not pass the SEC's background
16 check for purposes of the SEC's Rule 506(d) "bad actor" disqualification, Chavando
17 should sign the SEC background check form instead. Chavando at Benns urging did so.
18 Chavando later learned that Benns and his companies had been the subject of numerous
19 lawsuits and a number of liens and judgments

20

21 23. Plaintiff is informed and believes and thereon alleges, APEG raised
22 approximately \$2.5 million from investors by promising large returns on investment from
23 the Plasma technology licenses and represented that the technology would be
24 commercially launched by November 2017. However, Chavando's experience and
25 acquired knowledge of APEG and Plasma's business operations led him to believe and
26 understand these promises were grossly inflated and unrealistic. In fact, even though Benns
27 claimed to investors that the Plasma "spark plug" technology was in the early
28 manufacturing stage and would be commercially launched by the end of 2017, the

1 technology was nowhere close to being ready for commercial launch. Indeed, Chavando
2 learned that even as of September 2017, only twelve Plasma spark plug prototypes had
3 been manufactured and eight of those plugs were defective. No car or vehicle powered by
4 an internal combustion engine has ever been equipped or tested with the technology.
5

6 24. In or about June 2017, a potential investor and broker, David LaChance was
7 introduced to APEG's management. LaChance expressed interest in investing and to help
8 raise \$65 million in funds for APEG. LaChance informed Chavando that during his due-
9 diligence process, he had learned that, from at least April 2016 through the present, Benns
10 solicited investments in a separate, unincorporated entity, Association Equity Group
11 (AEG), whose only asset was Benns' 130 shares in Plasma. Using similar presentations as
12 the ones used to solicit investments in APEG, Benns solicited investments in AEG from
13 mostly unaccredited investors, including members of his community and church, by
14 leading them to believe they were purchasing shares in Plasma and promising them large
15 returns on their investment in short periods of time.
16

17 25. Plaintiff is informed and believes and thereon alleges, no private placement
18 memorandum was provided to potential investors in AEG and these investments were not
19 registered with the SEC. Instead, Benns only provided investors with a letter stating that
20 AEG was the holder of ownership shares in Plasma and that each AEG share purchased by
21 the investor was equal to a share in Plasma. Benns also provided investors with a
22 certificate evidencing the investor's ownership of shares in AEG. Chavando became
23 aware of several individuals who bought shares in AEG from Benns.
24

25 26. In soliciting investments in AEG at between \$10,000 and \$40,000 per share,
26 Benns promised potential investors that he would repurchase their investment at \$50,000
27 per share in three months or less once distributions were received from Plasma and that,
28 further, the investors would also receive a portion of the licensing fees from Plasma.

1 Benns made a number of false representations about the Plasma technology and business
2 to potential investors in AEG, including that APEG and Plasma were finalizing major
3 licensing deals, such as a multi-million dollar deal with Tata Motors in India, and that
4 large distributions and licensing fees would be forthcoming in a week or two.

5

6 27. Despite making these promises to investors, the promised buy-back and
7 licensing fee payouts did not materialize. Instead, when investors complained about not
8 receiving the payouts they were promised and demanded their money back, Benns bought
9 out their shares with money he solicited from new investors.

10

11 28. In or about September 2017, at a meeting of APEG investors, in Washington,
12 D.C., Ferchill told the members of the APEG Advisory Board and other members of
13 management that APEG had already raised \$32.5 million dollars and that money was
14 already “in the bank.”

15

16 29. Chavando confronted Ferchill about Benns’ actions, in September 2017.
17 Ferchill informed Chavando that he knew what Benns was doing and that he believed
18 Benns’ actions were appropriate. Because Chavando believed these practices were
19 unethical, if not unlawful, for the technology was not ready to be marketed and no
20 \$32.5million equity investment had been received, Chavando resigned from his position in
21 APEG.

22

23 30. Chavando also learned that Benns had raised money and sold shares in AEG
24 starting in 2013. However, this corporation was not formed until October 27, 2017.

25

26 31. Chavando sent Ferchill a letter detailing his concerns about the improper
27 practices of which he became aware, including Benns’ false claims to potential investors.
28 Regardless, Benns and APEG have continued to make false claims to investors about the

1 benefits of the Plasma "spark plug" technology, the speed to which it would get to market,
2 and its financing.

3
4 32. Chavando was falsely and fraudulently induced to be involved in
5 corporations formed to defraud investors and making false and unproven claims of
6 technology that does not work. When Chavando demanded payment for his unreimbursed
7 expenses and retainers, Ferchill refused.

8
9 **FOR A FIRST CAUSE OF ACTION FOR**
10 **BREACH OF CONTRACT AGAINST DEFENDANTS,**
11 **AND EACH OF THEM, PLAINTIFF ALLEGES:**

12
13 33. PLAINTIFF re-alleges and incorporates by this reference each and
14 every allegation in Paragraphs 1 through 32 of this Complaint.

15
16 34. PLAINTIFF and Defendants entered into a series of oral agreements which
17 were later confirmed in writings to employee PLAINTIFF, as herein alleged.
18 (AGREEMENT")

19
20 35. PLAINTIFF has performed all covenants, conditions and promises under the
21 agreements except for those excused by the actions of Defendants or by operation of law.
22 However, Defendants have consistently breached the agreements, as described herein and
23 hereinabove.

24
25 36. While PLAINTIFF has continually relied upon the promises of Defendants
26 that they would live up to the terms of the agreements, Defendants have not and clearly
27 have no intention of doing so.

1 37. As a result of Defendants' numerous breaches of the agreements,
2 PLAINTIFF has been damaged in an amount to be proven at trial, in a sum not less than
3 \$350,000.00.

4

5 FOR A SECOND CAUSE OF ACTION FOR
6 CONVERSION AGAINST DEFENDANTS AND EACH OF THEM,
7 PLAINTIFF ALLEGES:

8

9 38. PLAINTIFF re-alleges and incorporates by this reference each and every
10 allegation in Paragraphs 1 through 37 of this Complaint.

11

12 39. In engaging in the above-described fraudulent scheme to obtain funding
13 Defendants misappropriated and converted the money raised by PLAINTIFF and the
14 income of PLAINTIFF, for themselves. As a direct cause of this conversion, without
15 protecting those assets, PLAINTIFF and has been damaged and his goodwill has been
16 diminished.

17

18 40. As a result of Defendants actions, PLAINTIFF has been damaged in an
19 amount to be proven at trial in the sum not less than \$500,000.00.

20

21 41. In engaging in the above-described conduct, Defendants were guilty of fraud,
22 oppression and/or malice, and acted with willful and conscious disregard of the rights of
23 PLAINTIFF. By reason thereof, PLAINTIFF is entitled to recover punitive and exemplary
24 damages against Defendants in the sum of \$5,000.000.00; an amount appropriate to punish
25 Defendants for their conduct and to deter similar future conduct.

26

27

28

**FOR A THIRD CAUSE OF ACTION FOR
UNJUST ENRICHMENT AGAINST DEFENDANTS, AND EACH OF THEM,
PLAINTIFF ALLEGES:**

42. PLAINTIFF re-alleges and incorporates by this reference each and every allegation in Paragraphs 1 through 36 and 38 through 39 of this Complaint.

8 43. Defendants' have been unjustly enriched by improperly converting the
9 benefits of the PLAINTIFF's efforts under the employment agreement. Moreover,
10 Defendants will be further unjustly enriched if they are able to use PLAINTIFF's name,
11 efforts and stock that was to be issued to him. Given Defendants' misrepresentations and
12 breaches of contract, DEFENDANTS are not entitled to any of the benefits gained through
13 the agreements.

15 44. As a result of DEFENDANTs failure to abide by any of their promises,
16 PLAINTIFF has been damaged in an amount of \$500,000.00, to be proven at trial.

**FOR A FOURTH CAUSE OF ACTION FOR
BREACH OF GOOD FAITH AND FAIR DEALING
AGAINST DEFENDANTS, AND EACH OF THEM,**

PLAINTIFF ALLEGES:

23 45. PLAINTIFF re-alleges and incorporates by this reference each and every
24 allegation in Paragraphs 1 through 44 of this Complaint.

26 46. The agreements referred to above, contains the implied covenant of good
27 faith and fair dealing under which Defendants had an implied duty to act fairly and in good
28 faith as to said events and transactions.

1 47. Defendants have breached the implied covenant by failing to honor the terms
2 of the agreements, by failing to pay PLAINTIFF, by failing to issue stocks, by failing to
3 reimburse PLAINTIFF's expenses and by actions, as alleged.

5 48. As a direct and proximate result of Defendants' breach of said agreements,
6 PLAINTIFF has been injured and damaged as herein alleged.

8 49. Further, in engaging in the above-described conduct, Defendants were guilty
9 of fraud, oppression and/or malice, and were acting with willful and conscious disregard of
10 the rights of PLAINTIFF. By reason thereof, PLAINTIFF is entitled to recover punitive
11 and exemplary damages against Defendants in an amount as alleged.

**FOR A FIFTH CAUSE OF ACTION AGAINST
DEFENDANTS, AND EACH OF THEM FOR
CONSPIRACY, PLAINTIFF ALLEGES:**

17 50. PLAINTIFF re-alleges and incorporates by this reference each and
18 every allegation in Paragraphs 1 through 49 of this Complaint.

51. Based on information and belief, PLAINTIFF alleges that Defendants, and
each or them, entered into an agreement amongst themselves with the intent to conspire to
commit a wrongful act, specifically, to deny PLAINTIFF the compensation under the
agreements in which he was hired and to deny PLAINTIFF stock and salary.

25 52. As the result of the wrongful acts committed by the Defendants, and
26 each of them, in furtherance of the conspiracy, PLAINTIFF has been damaged in an
27 amount as herein alleged.

1 53. Based on information and belief, PLAINTIFF alleges that Cross-
2 Defendants, and each of them, doing the acts herein alleged, acted with the intent of
3 depriving PLAINTIFF of its legal rights, and of subjecting PLAINTIFF to
4 cruel and unjust hardship in conscious disregard of PLAINTIFF's rights, as herein
5 alleged, everything PLAINTIFF to punitive and exemplary damages, as herein alleged.

**FOR A SIXTH CAUSE OF ACTION FOR
DEFAMATION**

AGAINST DEFENDANTS, APEG AND FERCHILL, PLAINTIFF ALLEGES:

11 54. PLAINTIFF re-alleges and incorporates by this reference each and
12 every allegation in Paragraphs 1 through 53 of this Complaint.

14 55. Defendants within 180 days of the filing of this compliant, exchanged emails
15 originally authorized by PLAINTIFF when addressing his concerns of business dealings,
16 as hereto alleged. In the emails exchanged between Defendants, each of them, they not
17 only commented upon PLAINTIFF's concerns and allegations but exchanged comments
18 that are defamatory and accuse PLAINTIFF of crimes and improper conduct; accusations
19 Defendants know to be false which negligently caused severe emotional distress to
20 PLAINTIFF through his actions as pleaded herein.

22 56. As the proximate result of the acts alleged above, PLAINTIFF suffered
23 humiliation, mental anguish, and emotional and physical distress, and has been injured in
24 mind and body to his general damage, as herein and hereinabove alleged.

26 57. As a further proximate result of the acts alleged above, PLAINTIFF was
27 required to and did employ physicians and surgeons to examine, treat, and care for
28 PLAINTIFF, and incurred additional medical expenses for hospital bills (and other

1 incidental medical expenses). PLAINTIFF is informed and believes and thereon alleges
2 that PLAINTIFF will incur some additional medical expenses (the exact amount of which
3 is unknown).

4

5 58. By reason of the acts alleged above, PLAINTIFF was prevented from
6 attending to PLAINTIFF's usual profession, and thereby lost earnings. PLAINTIFF is
7 informed and believes and thereon alleges, that PLAINTIFF will thereby be prevented
8 from attending to PLAINTIFF's usual profession for a period in the future which
9 PLAINTIFF cannot ascertain, and will thereby sustain further loss of earnings.

10

11 WHEREFORE, PLAINTIFF prays for judgment against Defendants, and each of
12 them for:

13

14 1. General and Special Damages in an amount as alleged and to be proven at
15 trial;

16

17 2. Loss of Earnings in an amount as alleged and to be proven at trial;

18

19 3. Medical Expenses in an amount to be proven at trial;

20

21 4. Punitive Damages and exemplary damages as alleged and according to
proof;

22

23 5. Prejudgment interest at the maximum rate allowed by law;

24

25 6. Attorneys' fees;

26

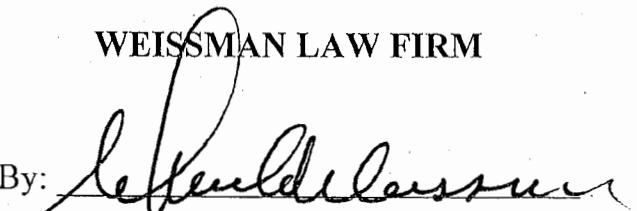
27 7. Costs of Suit incurred herein, and

28

1 8. Such other and further relief as the court deems just and proper.
2

3 DATED: February 21, 2018

WEISSMAN LAW FIRM

4 By: 

5 I. DONALD WEISSMAN
6 Attorneys for PLAINTIFF
7 ELIAS CHAVANDO

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
- i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER:	Reserved for Clerk's File Stamp
TELEPHONE NO.:	FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):		
ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:

Request for Informal Discovery Conference
 Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

LACIV 094 (new) LASC Approved 04/11 For Optional Use	INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)
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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:	FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):		
ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
- iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

- 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
- 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
- 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

➤ (ATTORNEY FOR PLAINTIFF)

➤ (ATTORNEY FOR DEFENDANT)

➤ (ATTORNEY FOR DEFENDANT)

➤ (ATTORNEY FOR DEFENDANT)

➤ (ATTORNEY FOR _____)

➤ (ATTORNEY FOR _____)

➤ (ATTORNEY FOR _____)

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

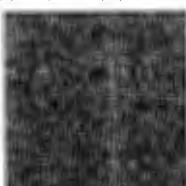


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PLAINTIFF(S) / PETITIONER(S)	CASE NUMBER LC106935	FILED/STAMP FILED Northwest District FEB 28 2018 LOS ANGELES SUPERIOR COURT
DEFENDANT(S) / RESPONDENT(S)	NOTICE OF: TRIAL SETTING / CASE MANAGEMENT / CONFERENCE / OSC RE: DISMISSAL	

TO THE PLAINTIFF(S) AND THE ATTORNEY OF RECORD:

YOU ARE HERBY NOTIFIED THAT THE ABOVE MATTER HAS BEEN ASSIGNED FOR ALL PURPOSES, INCLUDING TRIAL TO **JUDGE JOHN J. KRALIK** PRESIDING IN DEPARTMENT "T" OF THE NORTHWEST DISTRICT ON 7/25/18 AT 8:30A.M. IN THE SUPERIOR COURT, LOCATED AT 6230 SYLMAR AVENUE, VAN NUYS, CA 91401.

You are Ordered to serve this notice of hearing to all parties/attorneys of record forthwith and serve a copy of this notice to all parties to the action within 60 days of service of this notice. The Court orders that except as otherwise ordered in writing, all attorneys (or unrepresented parties as applicable) appear at all scheduled hearings. All parties/attorneys of record are ordered to meet and confer about matters to be discussed no later than 30 days before the Case Management Conference (which shall take place approximately 140 days from filing of the complaint). The complaint must be served on all named defendants and proof of service must be filed with the Court within 60 days after the filing of the complaint. If all named defendants have not been served and proofs filed before 60 days have elapsed, application must have been made with Court to extend or otherwise modify Rule CRC 3.110 (b),(c) and (e).

YOU ARE ORDERED:

- 1). To give notice of this hearing and serve a copy of this notice to all parties to the action within 60 days of service of this notice.
- 2). To bring to the hearing the original Proof of Service of said notice to all of the other parties served by you.

ALL PARTIES ARE ORDERED to have trial counsel, or an attorney thoroughly familiar with the case and trial counsel's calendar, appear at the hearing.



JOHN KRALIK

Judge of the Superior Court

CERTIFICATE OF SERVICE

() I am not a party to the within action, and I certify that I personally served a true copy of the above notice to the plaintiff delivering the copy to the designated representative/attorney service at the time of the original complaint.

() I am not a party to the within action, and I certify that I personally served a true copy of the above notice to the plaintiff or his attorney of record by delivering the copy in person this date to counsel for plaintiff or plaintiff in pro per.

A CORPORATION MUST BE
REPRESENTED BY A LICENSED
CALIFORNIA ATTORNEY

Signature _____
Title: **Michael J. Estorga, Executive Officer/Clerk**
BY: _____, Deputy

MICHAEL J. ESTORGA

Exhibit 1
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1 I.DONALD WEISSMAN (Bar No. 67980)
2 *dweissman@idwlaw.com*
3 **WEISSMAN LAW FIRM**
4 5567 Reseda Boulevard, Suite 118
5 Tarzana, California 91356
6 Telephone: (818) 704-5151
7 Facsimile: (818) 705-2634

8 Attorneys for Plaintiff,
9 **ELIAS CHAVANDO**

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES, NORTH CENTRAL DISTRICT**

10 **ELIAS CHAVANDO**

11 Plaintiff,

12 vs.

13 **PLASMA IGNITER LLC, an Ohio**
14 **Limited Liability Company, AMERICAN**
15 **PLASMA ENERGY GROUP, a**
16 **Wyoming Corporation, ASSOCIATION**
17 **EQUITY GROUP, a Wyoming**
18 **Corporation, JAMES E. SMITH, an**
19 **individual, JOHN FERCHILL an**
20 **individual, DOUGLAS BENNS, an**
21 **individual and DOES 1 through**
22 **100 inclusive,**

23 Defendants,

10 **CASE NO. LC106935**

11 **NOTICE OF TRIAL SETTING**
12 **CONFERENCE, CASE**
13 **MANAGEMENT CONFERENCE AND**
14 **OSC RE DISMISSAL**

21 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

22
23 PLEASE BE ADVISED the above referenced matter has been assigned to Judge
24 John J. Kralik, Superior Court of California, Northwest Division, 6230 Sylmar Avenue,
25 Van Nuys, CA 91401, Department "T". The court calendar for this matter is as follows:

26
27 1. The Trial Setting Conference, Case Management Conference and OSC Re
28 Dismissal has been set for July 25, 2018 at 8:30 a.m. in Department "T".

1 2. Plaintiff's counsel to give notice.

3 DATED: March 1, 2018

WEISSMAN LAW FIRM

Bv:

I.DONALD WEISSMAN
Attorney for Defendant,
ELIAS CHAVANDO